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14 **UNITED STATES DISTRICT COURT**

15 **FOR THE DISTRICT OF NEVADA**

16 UNITED STATES OF AMERICA for the
17 use and benefit of GREGG CHAMBERS
& SONS, LLC, a Utah limited liability
18 company,

19 Plaintiff,

20 vs.

21 TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA, a
foreign corporation; and GRANITE
22 PETROLEUM, INC., a Washington
corporation,

23 Defendants.

24 GRANITE PETROLEUM, INC., a
25 Washington corporation,
26

CASE NO.: 2:13-cv-00400-JCM-CWH

STIPULATED PROTECTIVE ORDER

1	Counter-Claimant,
2	GREGG CHAMBERS & SONS, LLC, a
3	Utah limited liability company,
4	Counter-Defendant.
5	GRANITE PETROLEUM, INC., a
6	Washington corporation,
7	Third-Party Plaintiff,
8	MERCHANTS BONDING COMPANY,
9	An Iowa Corporation,
10	Third-Party Defendant.

11 Based on the stipulation of the parties through their respective counsel, the Court
12 orders as follows:

13 1. This Stipulated Protective Order ("Protective Order") governs the
14 treatment and handling of all documents or other products of discovery produced by any
15 party, or information derived therefrom, and all copies, excerpts or summaries thereof
16 including (without limitation), answers to requests for admissions, answers to
17 interrogatories, documents produced pursuant to CR 26(a), documents produced
18 pursuant to a demand for documents, documents subpoenaed in connection with
19 depositions, and deposition transcripts ("Discovery Information").

20 2. All Discovery Information shall be used solely for the prosecution and/or
21 defense of this action and/or the prosecution and/or defense of that action pending under
22 United States Federal Court for the District of Nevada Case Number 2:13-CV-00400-
23 JCM-CWH ("Related Litigation").
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1 3. The Parties agree, and it is ORDERED that, all Discovery Information
2 obtained in connection with the Related Litigation will also be governed under the terms
3 of this Protective Order.

4 4. Any party may designate (the "Designating Party") any Discovery
5 Information as "confidential" ("Confidential Discovery Information") and thus subject
6 to the additional terms of this Protective Order by affixing a notation to such
7 documents, materials, or information, or by other appropriate written notice to the other
8 parties' respective attorneys. Discovery Information shall be designated as
9 "confidential" only if it identifies, discloses, or directly relates to protected trade secret
10 information and/or proprietary and non-public business/financial information. It is the
11 Parties' expectation that very few documents would be designated as "confidential."
12

13 5. Testimony taken in deposition and related deposition exhibits may
14 similarly be designated as Confidential Discovery Information and made subject to the
15 additional terms of this Protective Order at the time of the deposition on the record.
16

17 6. Any party may move for the Court determination of confidentiality of any
18 Discovery Information if the parties are unable to resolve a dispute regarding an
19 assertion of confidentiality. In the event of such dispute, the subject information shall
20 be considered to be confidential unless and until a contrary designation is agreed upon
21 or declared by the Court.
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23 7. A Designating Party may withdraw its designation of confidentiality at
24 any time.
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1 8. If any party to this litigation objects to the designation of any document,
2 testimony, information or material as Confidential Discovery Information, the party
3 may, by notice to the Designating Party, object to the designation. Any party who
4 objects to the designation of any documents or information as Confidential Discovery
5 Information must meet and confer with the Designating Party in an effort to resolve any
6 differences. In the event the parties are unable to resolve their differences regarding
7 designation after a reasonable opportunity to meet and confer, the Designating Party
8 has ten business days after such meeting either to withdraw such designation or apply to
9 the Court for a determination regarding the designation of such material(s) as
10 Confidential Discovery Information. If the Designating Party applies to the Court for
11 such a ruling, the confidentiality of such material(s) shall remain in place until the Court
12 issues its ruling. If the Designating Party does not apply to the Court within such
13 business day period, the designation of the Confidential Discovery Information shall be
14 deemed withdrawn with respect to such material. The burden shall remain with the
15 party seeking confidentiality to justify such designation.
16

17 9. Confidential Discovery Information shall not be disclosed or disseminated
18 to any other person or entity, with the following exceptions:
19

20 a. Use of Confidential Discovery Information by the Parties,
21 the Parties' attorneys, paralegals or secretarial staff is allowed by this
22 Protective Order, subject to all of its conditions;
23

24 b. Confidential Discovery Information may be provided to
25 expert witnesses, or consultants, **provided** such persons, before being
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1 allowed to see any Confidential Discovery Information, acknowledge in
2 writing receipt of a copy of this Protective Order and agree to be bound by
3 its terms.

4 c. Confidential Discovery Information may be used and
5 otherwise submitted as exhibits in the taking of depositions of both fact
6 and expert witnesses. In such event, the confidential exhibit and portion
7 of the deponent's testimony insofar as it pertains to that exhibit may be
8 treated as Confidential Discovery Information, subject to the processes set
9 forth herein.

10
11 10. All summaries and exhibits prepared from Confidential Discovery
12 Information shall be stamped CONFIDENTIAL: SUBJECT TO PROTECTIVE
13 ORDER by the party preparing said summaries and exhibits.

14 11. All persons having access to Confidential Discovery Information made
15 available pursuant to this agreement shall not make any use of said Confidential
16 Discovery Information except in connection with the above-captioned litigation and
17 shall not, in the absence of the Designating Party's written consent or Court order,
18 deliver or transfer said Confidential Discovery Information to any person not previously
19 authorized by the terms herein.
20

21 12. Counsel disclosing Confidential Discovery Information to any person or
22 entity shall be responsible for limiting distribution of the Confidential Discovery
23 Information to those persons who both (1) have a need to know the information and (2)
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1 are authorized to receive the information under this Protective Order. Counsel shall be
2 prepared to account for the disposition and use of the information by those persons.

3 12. All copies of Confidential Discovery Information disclosed under this
4 Protective Order shall be subject to the same restrictions as imposed on the original
5 information.

6 13. All Confidential Discovery Information disclosed to any party pursuant to
7 this Protective Order shall remain in the possession of the party, the party's attorney, or
8 the party's experts or consultants. No party (other than the Designating Party) may
9 retain any Confidential Discovery Information after the conclusion of this litigation or
10 the trial of this case, whichever comes first.
11

12 14. Upon completion of this litigation, all Confidential Discovery Information
13 shall be returned to the Designating Party or destroyed, and written notice of said
14 destruction provided to the Designating Party.
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16 15. Confidential Discovery Information may be disclosed in regular
17 proceedings of this Court, subject to approval by the Designating Party's attorney or by
18 the following method in the absence of approvals: If Confidential Discovery
19 Information is used for exhibits or is incorporated into any pleadings or documents filed
20 with the Court, such exhibits or pleadings shall be (a) bound separately and (b) placed in
21 a sealed envelope or other appropriately sealed container on which shall be endorsed:
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23 This envelope is sealed pursuant to the Stipulated Protective Order, dated
24 June 27, 2013 and contains confidential information filed in
25
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1 these proceedings. It is not to be opened or the contents thereof displayed
2 or revealed except to the court and persons authorized by the court.

3
4 If Confidential Discovery Information appears in any transcript filed with the Court,
5 such transcript shall be (a) bound separately, and (b) placed in a sealed envelope or
6 other appropriately sealed container which bears the foregoing endorsement.

7 16. This Protective Order is not intended to and shall not be construed to limit
8 any party's ability to file any information with the Court and/or to use any information
9 in hearings or at trial.

10
11 The Parties understand that decisions regarding whether to seal or limit access to
12 Court records are within the Court's discretion.

13 17. Any party desiring to disclose Confidential Discovery Information to any
14 person or entity not authorized herein may only do so upon written consent of the
15 Designating Party. If the Designating Party refuses consent, the party desiring to
16 disclose Confidential Discovery Information may apply to the Court for permission to
17 do so. However, the Confidential Discovery Information shall not be disclosed until
18 such permission is obtained.

19
20 18. No modification or amendment of this Protective Order is permitted
21 except by a writing signed by counsel for the parties and approved by the Court. The
22 parties hereto agree that it is unreasonable to rely on any oral modification or
23 amendment of this agreement.
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1 19. By executing this Protective Order, the parties and their respective counsel
2 certify that prior to the disclosure of any Confidential Discovery Information as
3 provided herein, the proposed recipient of the information will be first provided a copy
4 of this Protective Order and required to execute a verification in the form attached
5 hereto as **Exhibit “A.”** The original verification shall then be delivered to the
6 Designating Party.
7

8 20. A conformed copy of this Protective Order shall be provided to each party
9 and their attorney, who shall sign and date it, acknowledging that they have read and
10 understand it. The signed original shall be maintained by Plaintiff’s counsel.

11 18. Any violation of the terms of this Protective Order shall subject the
12 violator to sanctions as determined by the Court, and to damages sustained as a result of
13 any unauthorized disclosure (regardless of intent).
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15 19. The prevailing party in an action brought for enforcement of this
16 Protective Order, or unauthorized disclosure hereunder shall be entitled to an award of
17 its attorney’s fees and costs.
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/s/ Cary B. Domina

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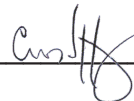
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ORDER

IT IS HEREBY ORDERED.



United States Magistrate Judge

Dated: June 27, 2013

Case No. 2:13-cv-00400-JCM-CWH

EXHIBIT A
CONSENT TO PROTECTIVE ORDER

1. I, _____, have read the foregoing Stipulated Protective Order dated _____, 20__ (the “Protective Order”), and agree to be bound by its terms with respect to any documents, material or information designated or marked “Confidential: Subject to Protective Order” that are furnished to me as set forth in the Protective Order.

2. I further agree (i) not to disclose to anyone any documents, material or information marked “Confidential: Subject to Protective Order” other than as set forth in the Protective Order; and (ii) not to make any copies of any documents, materials or information marked “Confidential: Subject to Protective Order” furnished to me except for use in accordance with Protective Order; and (iii) not to use any documents or information produced or provided to me in connection with this litigation for any purposes other than those prosecuting and/or defending this action as set forth in the of the Protective Order.

3. I hereby consent to the jurisdiction of the U.S. District Court for the District of Nevada with regard to any proceedings to enforce the terms of the Protective Order.

Signature

Date: _____

CERTIFICATE OF SERVICE

I certify that I am an employee of PEEL BRIMLEY LLP and that on this 26th day of June, 2013 I caused the above and foregoing document entitled **STIPULATED PROTECTIVE ORDER** to be served to all registered parties via the Court's CM/ECF electronic filing system.

/s/ K.A. Gentile
An Employee of Peel Brimley LLP